

R A F C
R E G I O N A L
A D M I N I S T R A T I V E
F A C I L I T Y
C O R P O R A T I O N

July 27, 2009

Solicitation of Quotations

JOSEPH P. BORT
METROCENTER
101 EIGHTH STREET
OAKLAND, CA
94607 - 4700
510/817-5700
TDD/TTY 510/817-5769
FAX 510/817-5848

Dear Contractors:

The Regional Administrative Facility Corporation (RAFC) is inviting your company to respond to this Solicitation of Quotations (SOQ) to:

Empty Recycling Compactor

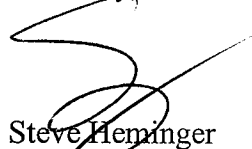
Interested parties must provide a quote on the attached Quotation Form (*Attachment B*), based on the attached Scope of Work (*Attachment A*) by FAX or mail no later than 4:00 p.m., August 17, 2009. **Quotes received after that time and date will not be considered.** The successful bidder shall provide services as described in *Attachment A* for the term of October 1, 2009 through June 30, 2010, with the option for RAFC to renew for two (2) additional one (1) year periods at a price to be negotiated. Quotes should be submitted to Thomas Lacap, Project Manager, MTC, Joseph P. Bort MetroCenter, 101 8th Street, Oakland, CA 94607, or by FAX: (510) 817-5848.

An award, if made, will be to the responsible bidder who submits the lowest quote on the attached *Attachment B*, Quotation Form (under the line designated "Total Cost of Annual Services") for the work specified in *Attachment A*. References may be checked on any or all bidders.

A copy of the terms and conditions of RAFC's standard Purchase Order (PO), which includes insurance, and bonding requirements, is included in this solicitation as *Attachment C*. RAFC's selection dispute procedures are attached as *Attachment D*. Submission of a quote indicates your acceptance of the terms and conditions of this SOQ.

Please feel free to call Thomas Lacap at (510) 817-5855 if you have any questions.

Sincerely,



Steve Heminger
Executive Director

Metropolitan
Transportation
Commission
Steve Heminger
President

Association of
Bay Area Governments
Henry L. Gardner
Vice-President

San Francisco
Bay Area Rapid Transit
District
Dorothy Dugger
Secretary-Treasurer

San Francisco
Bay Area Rapid Transit
District
Laura Giraud
Assistant
Secretary-Treasurer

SH:DR

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ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

I. Minimum Qualifications

To be eligible to submit a bid, a bidder must:

1. Possess and submit a current and active State of California contractor's license to perform the type of work requested; and
2. Have been in the business of emptying recycling compactors for at least two (2) years; and
3. Provide at least two (2) references from similar projects performed in the last two (2) years.

II. Description of Work to be Performed:

Contractor shall empty the recycling compactor at the Joseph P. Bort MetroCenter, located at 101 8th Street, Oakland, CA, as follows:

1. Remove 3 yard container from compactor.
2. Position container so that it can be picked up and dumped into contractor-furnished truck.
3. Replace container in compactor.
4. Perform services three times weekly: Mon-Wed-Fri., between the hours of 7:00 AM and 5:00 PM.
5. The contents of the container will be transported to a licensed waste paper recycling facility. The following items will be separated at the contractor's facility and recycled:
 - Paper
 - Cardboard
 - Metal
 - Aluminum
 - Plastic
 - Glass
6. Any non-cyclables will be disposed of by the contractor in accordance with applicable laws.
7. In the event that they compactor access is blocked by a vehicle, every attempt to locate the owner (including contacting RAFC Security or Project Manager) should occur before leaving the site. If access remains blocked, one additional pickup (1x per month) will be performed at no charge. This will be scheduled with the RAFC Project Manager.

ATTACHMENT B

Quotation Form

The undersigned Bidder agrees he/she will contract with RAFC to provide all necessary labor, supervision, machinery, tools, apparatus and other means to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and that he/she will take in full payment the amount set forth hereon.

The cost of all labor, material, and equipment necessary for the completion of the work, even though not shown or specified, shall be included in the price shown hereon.

The award, if an award is made, will be to the responsible Bidder submitting the lowest responsive bid for all bid items combined, as indicated on Line #1 below.

I. Price Quotation:	Annual Cost*
1. Monthly service cost for scope of dumping of compactor in accordance with Attachment A for the period October 1, 2009 through June 30, 2010.	\$

** Price quoted shall include the cost of materials, labor, and all other direct and indirect costs such as taxes, insurance, overhead, and profit.*

II. Certification of Minimum Qualifications:	Yes	No
Does your company possess a current and active State of California contractor's license?		
Has your company been in the business of emptying recycling compactors for at least two (2) years?		
Has your company performed two (2) similar projects in the last two (2) years?		

III. REFERENCES

Please provide a minimum of five (5) separate references of contracts that the Contractor has completed.

References must not be relatives of the Contractor's representative or owners. The references given must be for clients from the last two (2) years. The following information is required for each reference given (additional sheets may be used if necessary):

1. Client's Name

Contact Person	
Address	
City & Zip Code	
Phone & Email	

2. Client's Name

Contact Person	
Address	
City & Zip Code	
Phone & Email	

IV. AFFIDAVIT & SIGNATURE OF AUTHORIZING OFFICIAL

Name of Proposing Company	
Address	
City, State, Zip	
Phone Number	
Fax Number	
Email Address	
By signing below you acknowledge and agree to provide the required services, and comply with all the terms and conditions (including all applicable insurance and bonding requirements) listed in this SOQ.	
Name of Authorizing Official	
Signature	
Date	

ATTACHMENT C
GENERAL CONDITIONS FOR PURCHASE ORDERS

1. DEFINITIONS

- a. RAFC. Regional Administrative Facility Corporation, a California non-profit mutual benefit corporation whose members consist of the Association of Bay Area Governments (ABAG), the San Francisco Bay Area Rapid Transit District (BART), and the Metropolitan Transportation Commission (MTC).
- b. Supplier. The individual, firm, partnership, corporation or combination thereof to whom a Purchase Order is mailed or otherwise furnished by RAFC.
- c. Contract. The legal agreement between RAFC and the Supplier, which includes the terms of any written solicitation of Bids or Proposals and any deviation from the written specifications expressly accepted by RAFC; the Supplier's bid, proposal, or offer; and all terms and conditions set forth in this Purchase Order. In the event of a conflict between one or more provisions of the Contract, the more specific or stringent provision with respect to Supplier's performance of the work shall apply.

2. ACCEPTANCE OF OFFER

This purchase order constitutes RAFC's acceptance of Supplier's offer and becomes a binding contract, as defined above, when it is signed by RAFC and mailed to Supplier. No revisions to or assignments of this order shall be valid unless in writing and signed by an authorized representative of RAFC.

3. PERFORMANCE OF WORK

Supplier shall accomplish all the work and furnish all materials necessary for the completion of the work in a good, workmanlike and thorough manner and to the satisfaction of RAFC, in accordance with the Contract.

4. CONTRACT PRICE

The firm fixed price(s) set out in this purchase order include full compensation to Supplier for performing all work required by the Contract, including all applicable federal, state and local taxes.

5. VARIATION IN QUANTITY, QUALITY OR PERFORMANCE

Any variation in the quantity, quality or performance of any item or service called for by this order shall be grounds for termination by default by RAFC, as provided in 8a., unless approved by RAFC in writing.

6. PACKAGING AND CRATING

All items shall be packed by Supplier in suitable containers for protection in shipment and storage. Prices set forth in this order include all charges for Supplier's packing, crating and marking for transportation to f.o.b. point.

7. INSPECTION AND ACCEPTANCE

Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejections, risk of loss will be on the Supplier.

8. TERMINATION

- a. If Supplier fails to comply with any of the Contract, or in the event Supplier becomes the subject

of a proceeding under state or federal law for relief of creditors, or if Supplier makes an assignment for the benefit of creditors, RAFC shall have the right to hold Supplier in default and cancel this order in whole or in part. In each event, RAFC may obtain the items covered by the cancelled order from another Supplier and, if Supplier was selected as a result of a competitive procurement process, Supplier shall reimburse RAFC for the excess cost to RAFC, if any.

b. Without affecting its right to cancel this order under paragraph (a) above, RAFC may terminate this order in whole or in part prior to shipment of goods or provision of services at no cost by providing written notice to the Supplier. In such event, MTC shall reimburse Supplier for non-recoverable costs incurred to date, not to exceed the Contract Price.

9. SCHEDULE

Unless otherwise agreed, material commitments and production arrangements should not be made by Supplier in excess of the amount or in advance of the time necessary to meet the specified delivery schedule. Time is of the essence in filling this order, and it is Supplier's responsibility to comply with RAFC's delivery directions and/or schedule. Failure to deliver any item or provide any service called for by the contract within the time called for shall be grounds for termination for default as provided in 8.a.

10. INDEMNIFICATION

Supplier shall indemnify and hold harmless RAFC, MTC, BART and ABAG and their commissioners, directors, officers, agents, and employees from and against all claims, demands, suits, loss, damage, injury and liability (including any and all costs and expenses incurred in connection therewith) incurred by reason of any negligent or otherwise wrongful act or omission of Supplier in connection with Supplier's performance of the Contract, including delivery of materials or equipment to RAFC, MTC, BART and ABAG at the time and point of delivery indicated when delivery is an obligation of Supplier under the Contract.

11. INSURANCE REQUIREMENT

You agree to obtain and maintain at its own expense for the duration of the Agreement the following types of insurance against claims, damages or losses arising in connection with the performance of the Agreement, placed with insurers with a Best's rating of A-X or better: (1) Worker's Compensation Insurance, as required by the law, and Employer's Liability Insurance in an amount no less than \$1,000,000, each with a waiver of subrogation in favor of RAFC; (2) Commercial General Liability Insurance, with a combined single limit of not less than \$1,000,000 bodily injury and property damage, a combined single limit of not less than \$1,000,000 for personal injury and advertising injury for any one occurrence, and \$2,000,000 general aggregate; (3) Owned, Non-Owned and Hired Automobile Liability Insurance in an amount no less than \$1,000,000 that contains liability Symbol 1 to provide coverage for any auto; and (4) Umbrella insurance in the amount of \$5,000,000 providing excess limits over Employers Liability, Automobile Liability, and Commercial General Liability Insurance. The policy(ies) covering Commercial General Liability will contain an endorsement to include RAFC, MTC, ABAG, BART and their Commissioners, directors, officers, representatives, agents and employees as additional insureds for products and completed operations using endorsement form #CG2010 11/85 or comparable wording. Also, the endorsement must specify that such insurance is primary and that no RAFC, MTC, ABAG, or BART insurance will be called on to contribute to a loss. The issuing company must also provide a 30-day written notice to RAFC prior to cancellation of or material change to the required coverages. Certificates of insurance verifying the coverages and the required endorsements and signed by an authorized representative of the insurer must be delivered to RAFC prior to issuance of any

payment under the Agreement by RAFC. Payment of any deductible or self-insured retention is the sole responsibility of the Consultant.

12. INJURY PROTECTION

As part of the RAFC's Injury Prevention Program (IPP) established pursuant to California Labor Code Section 6401.7, you may be required to provide the contracting agency with a description of your IPP and, specifically, of your methods and procedures for identifying and using safe conditions and work practices at the worksite while performing specified work.

13. RESPONSIBILITY OF SUPPLIERS AND CONTRACTORS

You shall be solely responsible for any and all of the work done by your subcontractors or employees, and all orders or instruction from RAFC shall be through you to them. You shall ensure that subcontractor and employees commence their work promptly at the agreed-upon time and carry it on with due diligence; and that any and all damage caused by them is promptly repaired or corrected by them or you at not cost to RAFC. You are solely responsible for payment of subcontracts. In no event shall RAFC have any responsibility or obligation to such subcontractors.

14. PAYMENT.

You shall submit an invoice to RAFC within thirty (30) days after completion of work. RAFC will pay invoices no later than thirty (30) days after their receipt conditioned upon approval of the work done and the amount billed. All invoices shall be made in writing and delivered or mailed to RAFC as follows:

Attention: Accounts Payable
Regional Administrative Facility Corporation
Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700